

Mitchell Co. Memorial Hospital    Osage Hosp. Nurses Assn.    7/1/2005    6/30/2007

**MITCHELL COUNTY REGIONAL HEALTH CENTER**

**AND**

**OSAGE HOSPITAL NURSES' ASSOCIATION**

**REGISTERED NURSE CONTRACT**

**2005-2007**

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## PREAMBLE

The Mitchell County Regional Health Center and the Osage Hospital Nurses' Association have entered into this Agreement for the purpose of setting forth employment conditions for registered nurses in the certified bargaining unit as defined by the Public Employment Relations Board who are employed by the Mitchell County Regional Health Center. The parties agree that their mutual aim is to promote the highest quality patient care at Mitchell County Regional Health Center.

### ARTICLE 1. MANAGEMENT RIGHTS

1.1 The Hospital shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

- a. Direct the work of its employees.
- b. Hire, promote, demote, transfer, assign, and retain employees in positions within the Hospital.
- c. Suspend or discharge employees for proper cause.
- d. Maintain the efficiency of Hospital operations.
- e. Relieve employees from duties because of lack of work or for other legitimate reasons.
- f. Determine and implement methods, means, assignments and personnel by which the Hospital's operations are to be conducted.
- g. Take such actions as may be necessary to carry out the mission of the Hospital.
- h. Initiate, prepare, certify, and administer its budget.
- i. Exercise all powers and duties granted to the Hospital by law.

### ARTICLE 2. RECOGNITION OF THE BARGAINING UNIT

2.1 The Hospital recognizes the Osage Hospital Nurses' Association as exclusive bargaining representative for all full-time and regular part-time registered nurses employed by the Mitchell County Regional Health Center, excluding the Hospital Administrator, Administrative Assistant, Assistant Administrator-Patient Services, Clinical Leaders, office clerical employees, and all other Hospital employees and all those excluded by Section 4 of the Public Employment Relations Act for purposes of collective bargaining with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, inservice training, dues check off, grievance procedure, and other matters mutually agreed upon.

2.2 The Hospital shall not establish jobs or job titles for the sole purpose of excluding nurses from the bargaining unit as identified above, it being understood and agreed, however, that said provisions shall not limit the Hospital from the right to promote registered nurses to existing or future jobs classified outside of the bargaining unit. After such promotion the registered nurse will cease to be covered by the terms of this Agreement.

### ARTICLE 3. ASSOCIATION ACTIVITY

3.1 The Hospital and the Osage Hospital Nurses' Association recognize the right of any nurse to become a member of the American Nurses' Association, the Iowa Nurses' Association, the District Nurses' Association and the Osage Hospital Nurses' Association, or to refuse to join such organizations. Neither party will discourage, discriminate against, or in any way interfere with the right of any nurse to join or refrain from becoming and/or remaining a member of such organization.

3.2 OHNA will provide all employed full and part-time registered nurses with a copy of the current Agreement between the Hospital and the Osage Hospital Nurses' Association. PRN Registered Nurses may obtain upon request a copy of the current Agreement between the Hospital and the Osage Hospital Nurses' Association. The Iowa Nurses' Association and the Hospital agree to equally share the cost of publishing copies of this Agreement. Registered nurses shall be able to obtain from the Hospital the current ANA membership form and INA form authorizing voluntary payroll deduction of ANA, INA, and DNA dues.

3.3 The Hospital will make available on a semi-annual basis the names, addresses, license numbers, and job classifications of all newly employed or terminated nurses to the Chairperson of the Osage Hospital Nurses' Association. This shall be done on or before the first day of the following months: February and August. The Hospital will provide a yearly master list of all nurses covered by this Agreement, by August First (1st). The Hospital will provide, on a semi-annual basis, by August 1 and February 1, to the Chairperson of the OHNA, a master list of all currently employed and newly terminated nurses covered by this Agreement. Such master list will include the following information about each registered nurse: name, address, license number, job classification, FTE status, date of employment, current hourly rate of pay, length of service, actual number of hours worked, accumulated and earned personal time, accumulated and earned vacation time, accumulated and earned sick leave, and educational preparation.

3.4 The bargaining unit will designate five (5) representatives and will authorize these nurses to deal with the Hospital about employment conditions and adjustments of problems arising under this Agreement. The unit Chairperson will notify the Hospital Administrator of these designated representatives, and of their responsibility or of any change in representatives.

3.5 The Osage Hospital Nurses' Association members on off duty time shall be permitted to distribute literature to all nurses on their off duty time which pertains to Association membership, continuing education meetings, or content and interpretations of this contract.

### ARTICLE 4. DEFINITIONS

4.1 The term "registered nurse" refers to a professional registered nurse, regularly employed by the Hospital.

4.2 The term "full-time" registered nurse refers only to those registered nurses in the bargaining unit who are regularly scheduled to work by the Hospital for seventy-two (72) or eighty (80) hours per two (2) week pay period.

4.3 The term "part-time" registered nurse refers only to those registered nurses in the bargaining unit regularly scheduled to work at least sixteen (16) hours per two (2) week pay period.

4.4 The term "PRN" registered nurse refers only to those registered nurses who are scheduled to work by the Hospital on a casual, temporary, or call-in basis. PRN registered nurses are not protected under the terms and conditions of this Agreement with the exception of Article 8.

4.5 The term "Association" refers to one or all of the following: American Nurses' Association, Iowa Nurses' Association, District Nurses' Association and the Osage Hospital Nurses' Association.

4.6 The term "Unit" refers to the employees represented by the Osage Hospital Nurses Association, an affiliate of the Iowa Nurses' Association.

4.7 The term "Hospital" refers to the Mitchell County Regional Health Center.

4.8 Throughout this Agreement, the term "week" shall be taken to mean a period of one (1) week, seven (7) consecutive days or five (5) work days plus two (2) days off. The Hospital's work week shall begin on Monday at 0001 hours and end on Sunday at 2400 hours. The Hospital's work day shall begin at 0001 hours and end at 2400 hours. Shifts beginning prior to 0001 Monday will be included in the prior workweek.

4.9 The term "pay period" shall mean two (2) consecutive work weeks as established by the Hospital.

4.10 The term "Senior Administration" shall mean CEO, CNO and CFO.

## ARTICLE 5. SENIORITY

5.1 Seniority is defined as the length of time a registered nurse has been continuously employed from the last date of hire by the Hospital as a registered nurse. Seniority, or length of employment, for full and part-time nurses shall be based on 2,080 hours of work for each year of seniority granted.

5.2 Seniority shall apply in the computation and determination of eligibility for vacation and wages.

5.3 Seniority shall continue to accrue during Association leave, attendance at continuing education workshops, illness, disability as described in Article 14.1, cutbacks, vacations, holidays, and leaves of absence of less than thirty (30) days and all weekend overtime hours that are included in a registered nurse's regular work schedule.

5.4 Seniority shall be retained, but not accumulated, during approved leaves of absence of more than thirty (30) days, and during layoffs.

5.5 Previous registered nurse experience shall be recognized for placement on the salary schedule in accordance with the provisions of Article 7, Sections 7.7, 7.8 and 7.9, but such experience will not be recognized for determining vacation benefits, or seniority in layoff procedures.

5.6 Present employees who, as a result of a continued education leave, return to the Hospital and are hired in the job classification of a registered nurse, shall retain only their previous vacation benefits.

5.7 A registered nurse's seniority shall be terminated for the following reasons:

- a. Discharge for just cause, quit, resignation, or retirement.
- b. Continued absence following the expiration of an approved leave of absence or emergency extension thereof granted by the Hospital.
- c. Absence of two (2) scheduled work days without notifying the Hospital during the absence, unless the nurse demonstrates reasons acceptable to the Hospital for such absence and inability to call.
- d. Failure to return to work within three (3) consecutive working days after receipt or refusal of notification of recall from layoff by the Hospital. Such notice shall be by registered mail to the last address furnished to the Hospital by the Nurse.

#### ARTICLE 6. HOURS OF WORK

6.1 The normal day shift for registered nurses shall be 7:45 a.m. to 4:15 p.m., the normal evening shift shall be 3:45 p.m. to 12:15 a.m., and the normal night shift shall be 11:45 p.m. to 8:15 a.m., except for positions that require a different schedule.

6.2 The standard work day shall be eight (8) hours exclusive of unpaid mealtime. If a registered nurse is required to work more than eighty (80) hours in any two (2) week pay period or more than eight (8) consecutive hours or more than eight (8) hours in any work day, the nurse shall be paid for those hours worked at the rate of one and one-half (1 ½ ) times the usual hourly wage and be paid appropriate differential(s).

6.3 The Hospital and a registered nurse may mutually agree upon an alternative work schedule providing for work in excess of the traditional eight hours per day if the schedule is consistent with the Hospital's obligations to deliver efficient patient care. Work schedules established pursuant to the provisions of this article shall be subject to the following conditions:

- a. The nurses in the unit shall have an opportunity to review the alternative work schedule prior to the implementation of the schedule.
1. b. Administration of the overtime premium will be paid overtime for all hours exceeding (8) consecutive hours per day and eighty (80) hours per two-week period.
- c. Shift premium will be paid to nurses working alternative work schedules according to the specific premium the hours qualify. For example, a 7 p.m. to 7 a.m. shift qualifies for four (4) hours of evening premium and eight (8) hours of night premium.

d. Time off benefits will be earned in accordance with hours worked in accordance with applicable articles of this agreement. The time off benefits paid to nurses working alternative work schedules will not exceed the benefits paid to nurses working traditional schedules. Applicable premiums will be paid for all hours worked.

e. Holidays for nurses will be eight (8) hours.

6.4 Registered nurses shall have a thirty (30) minute unpaid mealtime for each eight (8) hour shift.

6.5 Registered nurses shall not be routinely scheduled to report for work unless she/he has been off duty for at least fifteen and one-half (15 1/2) hours since completing the nurse's last scheduled eight (8) hour shift, except in cases of necessity to insure continuous patient care and then only with the consent of the registered nurse affected.

6.6 There shall be no split shift unless mutually agreeable to both the registered nurse and the Hospital. Nurses will not be required to work all three (3) shifts within a seven (7) day period unless mutually agreeable to the Nurse and the Director of Nursing Service or her designee.

6.7 Each registered nurse shall receive a minimum of four (4) days off in each biweekly pay period. Days off shall be scheduled to provide two weekends off in three (two (2) consecutive days, p.m.s, or nights, totaling a minimum of 55 1/2 hours consecutive hours) provided, however, in order to maintain adequate staffing, the Hospital reserves the right to assign a nurse when necessary to a second consecutive weekend attempting to assure two (2) weekends off in three (3). Weekend hours are defined as all hours of work that fall between the hours of 0800 on Saturday and 0800 on Monday. Registered nurses are regularly scheduled to work one of three weekends (scheduled weekends). RN's working over 8 hours on a regularly scheduled weekend shift or any hours on their usual weekend off, or if they do not receive a minimum of 55 1/2 continuous hours off shall receive one and one half times (1 1/2) their usual hourly wage. This provision shall not apply to: (A) voluntary trades; and (B) alternate schedules agreed upon pursuant to Section 6.3.

6.8 One paid fifteen (15) minute rest period shall be provided each registered nurse during each four (4) hour period of work time, if possible.

6.9 Time schedules and scheduled days off will be posted at least ten (10) days in advance. If the nurse's scheduled work days or days off are unacceptable, it will be the nurse's responsibility to find her/his own substitute, acceptable to the Clinical Leader prior to the substitute shift.

6.10 Registered nurses covered by this Agreement will be given preference over PRN nurses in the scheduling of work hours. Part-time nurses shall be asked before they are assigned additional shifts. These provisions may result in the Hospital's inability to grant registered nurses' requests for time off.

6.11 Full and regular part-time nurses shall be paid their hourly rate of pay, exclusive of shift differential, for their attendance at scheduled nurse meetings. Mandatory scheduled nurse meetings and/or mandatory inservice meetings shall be regarded as hours worked for purposes of Section 6.2.



6.12 Schedule requests shall be submitted according to the policy established by the Director of Nursing Service.

6.13 All earned, accrued, and accumulated vacation time, holiday time and sick leave will remain in effect and on the nurse's record when a nurse reduces her/his hours from full-time to part-time.

6.14 Registered nurses shall be paid their regular hourly rate for actual hours worked when affected by daylight savings change. If the daylight savings change results in over eight (8) hours of work in any work day, the overtime rate shall be paid for those hours in excess of eight (8).

#### ARTICLE 7. WAGES AND SALARIES

7.1 Upon completion of two thousand eighty (2,080) hours of continuous and successful employment in each classification specified in the salary schedule, the nurse shall receive the appropriate tenure increase and/or salary adjustment in accordance with the following schedule.

7.2 A change in classification status shall not alter a nurse's accrued work hours for purposes of accrual of benefits and placement in the salary schedule.

7.3 Each registered nurse working 3:45 p.m. to 12:15 a.m. shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour shift differential. Each registered nurse working 11:45 p.m. to 8:15 a.m. shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour shift differential. Registered nurses working overtime shall receive the shift differential for their scheduled shift just completed. All registered nurses working any weekend hours shall be paid an additional one dollar (\$1.00) per hour. Differentials shall not be included in the base salary schedule. If the nurse consents to work all three (3) shifts (day, evening, and night) in any given calendar week, the Hospital shall pay the nurse an additional sixty-three cents (.63) per hour for the third shift worked (at a maximum of eight (8) hours per week).

7.4 Registered nurses who are designated by the Director of Nursing Service as Charge Nurses shall be paid an additional two dollars (\$2.00) per hour plus the differential if applicable as set forth in Sections 7.3 and 7.4. The differential shall not be included in the base salary schedule.

7.5 Registered nurses who work from 3:45 p.m. on December 24 to 12:15 a.m. on December 25 shall be paid at the rate of one and one-half (1 ½ ) times their regular straight time rate of pay, exclusive of differential(s).

7.6 Registered nurse's pay under more than one provision of this Agreement, and for the same hours worked, shall not be pyramided, except as provided in Sections 6.2, 6.7, 7.3, 7.4, and 7.5 above.

7.7 Wage credit under this Agreement for newly employed registered nurses shall be calculated as one hundred percent (100%) of each 2,080 hours acute hospital registered nursing experience. Registered nursing experience other than in an acute hospital shall be calculated at seventy-five percent (75%) of each 2,080 hours. Such hours justification shall be the responsibility of the

registered nurse to furnish verified information which is satisfactory to the Hospital. If newly employed registered nurses cannot provide verification of actual hours worked, such wage credit shall be calculated based upon years of relevant experience not to exceed five (5) years credit.

7.8 Nurses who have been absent from nursing experience for five (5) years will receive no service credit under this Agreement.

7.9 All registered nurses covered by this Agreement shall receive a base salary wage as outlined below:

To be effective FY 2006:

	<u>BASE</u>	<u>1 yr.</u>	<u>2 yr.</u>	<u>3 yr.</u>	<u>4 yr.</u>	<u>5 yr.</u>
<b>ADN</b>	17.68	18.62	19.08	19.59	20.35	21.38
<b>Diploma</b>	17.90	18.92	19.43	19.96	20.58	21.70
<b>BSN</b>	18.21	19.25	19.76	20.23	20.94	21.97
	<u>7 yr.</u>	<u>10 yr.</u>	<u>12 yr.</u>	<u>15 yr.</u>	<u>20 yr.</u>	<u>25 yr.</u>
<b>ADN</b>	21.89	22.56	23.03	23.54	24.13	24.73
<b>Diploma</b>	22.18	22.90	23.36	23.89	24.49	25.10
<b>BSN</b>	22.46	23.17	23.62	24.16	24.76	25.38

Note: FY 2006 rates were calculated by increasing FY 2005 rates by 3.6%.

In addition to the wages set forth above, a joint labor-management committee shall develop a merit pay system to provide registered nurses the opportunity to earn up to an additional three (3.0%) wage increase based upon past performance criteria as established by the committee. Scoring on the evaluations will be: 3 = Exceeds Expectations, 2 = Meets Expectations, 1 = Needs Improvement.

7.10 Registered nurses functioning in any capacity other than that of an RN shall not be paid wages provided for in this agreement.

#### ARTICLE 8. PRN NURSES

8.1 In the event a PRN nurse is scheduled to work an average of thirty-two hours (32) per pay period over a one (1) year period and is willing to share weekends, shifts, and holidays, any set hours she/he has been working shall be posted. If no one applies, the PRN nurse shall be offered part-time status and will be protected under the terms and conditions of this Agreement.

8.2 Hours accumulated on a PRN status shall be counted towards satisfying the probationary time requirement.

#### ARTICLE 9. ON CALL AND CALL BACK

9.1 A nurse on call shall be paid at a rate of one dollar and twenty-five cents (\$1.25) per hour except that nurse's on-call during holidays as defined in this collective bargaining agreement shall be paid two dollars per hour (\$2.00).

9.2 If a nurse is called back to the Hospital to work as part of her/his standard eight (8) hour day or eighty (80) hour work period, she/he shall be paid at the regular straight time rate.

9.3 If the nurse is called back to the Hospital to work in excess of her/his standard eight (8) hour day or eighty (80) hour work period, the nurse shall be paid at the rate of one and one-half (1 ½) times the regular rate for the time actually worked.

9.4 On call time for weekends and holidays shall be distributed as equitably as practicable (according to the number of hours worked) between full-time and part-time registered nurses.

9.5 OR nurses who are called back shall be paid one and one-half (1 ½) their hourly rate plus applicable differentials.

#### ARTICLE 10. VACATIONS

10.1 All full-time nurses shall have earned vacations with pay based on their regular rate of pay excluding shift differential in accordance with the following schedule:

10 paid days after one year of service (2,080 hours),  
15 paid days after five years of service (10,400 hours),  
20 paid days after ten years of service (20,800) hours,  
22 paid days after twenty-five years of service (52,000 hours).

10.2 All part-time registered nurses shall have earned vacations with pay based at their regular hourly rate of pay excluding shift differential in accordance with the full-time vacation benefits prorata based on part-time hours worked.

10.3 Each week of vacation shall be equal to forty (40) hours of pay and employees shall be entitled to remain away from work for seven (7) days per week of vacation.

10.4 Registered nurses are eligible to take five (5) vacation days of the first year's benefits after completing six (6) months of employment. A nurse with less than six (6) months of employment shall not be entitled to vacation benefits. Vacations will not be scheduled between December 20 and January 5 unless approved in advance by the department head. Such decisions shall not be subject to the provisions of Article 24.

10.5 Eligibility for vacation will be determined by the nurse's most recent date of employment. Vacation benefits must be earned before they can be taken.

10.6 Vacations are intended for rest and relaxation and must be taken; however, at the convenience of the Hospital, it may be mutually agreed between the nurse and the Hospital that a portion or all of the vacation may be paid for and not taken by the nurse. If the vacation is not taken within a year after it is earned, the balance of vacation hours not taken shall be forfeited, unless authorized by Director of Nurses. A nurse terminating her/his employment shall be entitled to be paid for any vacation earned unless employment with the Hospital is terminated by resignation without proper notice or for dismissal for just cause.

10.7 The amount of vacation pay to which a nurse is entitled will be based on her/his base rate, excluding shift differential, in effect at the time vacation is taken.

10.8 The Hospital reserves the right to schedule vacations in order to assure proper and adequate patient care. Vacation time of two (2) weeks or more must be requested sixty (60) days prior to the starting date of vacation. Vacations requested less than sixty (60) days in advance may or may not be granted. A nurse having to change her/his vacation schedule must make her/his request known to her/his Director of Nursing Service at least thirty (30) days prior to her/his scheduled vacation. If the Hospital must change the employee's scheduled vacation for operational reasons, the Hospital shall notify said nurse at least thirty (30) days in advance of the scheduled vacation.

#### ARTICLE 11. HOLIDAYS

11.1 All full-time nurses covered by this Agreement will be granted the following nine (9) holidays with pay: January first, Memorial Day (last Monday of May), July fourth, Labor Day (first Monday of September), Thanksgiving Day, December twenty-fifth, and three (3) personal days. Holiday pay shall be defined as eight (8) hours of pay at the nurse's regular straight time rate of pay exclusive of differentials.

11.2 A full-time nurse who does not work on a holiday whether or not it is her/his scheduled day off shall be paid the holiday pay.

11.3 A full-time Registered Nurse who works eight (8) hours on a scheduled holiday shall receive the holiday pay plus one and one-half (1 ½) times the regular straight time pay plus appropriate differential(s) for her/his hours worked. In lieu of the holiday pay, the nurse may choose to take an alternate day off with pay. Alternate days off and personal days off shall be mutually agreed upon between the nurse and her/his Clinical Leader. Alternate days off must be taken within thirty (30) days of the holiday. Registered Nurses working over eight (8) hours on a holiday shall receive an additional three dollars and thirty cents (\$3.30) per hour for any hours over eight (8).

11.4 Part-time Registered Nurses who work on any of the six (6) recognized holidays will be paid at the rate of one and one-half (1 ½) times their regular straight time rate of pay for all hours worked on said holidays. Part-time Registered Nurses shall receive holiday pay in an amount equal to their regular rate of pay multiplied by their FTE status. Payment shall be made on the payroll in which

the holiday falls. Registered Nurses working over eight (8) hours on a holiday shall receive an additional three dollars and thirty cents (\$3.30) per hour for any hours over eight (8).

11.5 To be entitled to the holiday pay or time off in lieu of the holiday, a nurse must be on active payroll during the week in which the holiday falls and have worked her/his last complete scheduled shift prior to and her/his next complete scheduled shift following the holiday unless her/his absence is authorized by her/his Clinical Leader.

11.6 If a nurse who has been scheduled to work on a holiday fails to report to work she/he shall forfeit the holiday pay and the alternate day off unless her/his absence is excused or authorized by her/his Clinical Leader. If the absence is not excused, the nurse may be terminated at the discretion of the Clinical Leader.

11.7 In order to promote equitable distribution of holidays, all nurses scheduled to work Christmas Day one year shall have first preference for Christmas Day off the following year.

11.8 The Hospital has the right to require any employee to work the day of the holiday in order to meet its scheduling requirements. However, an attempt will be made to grant one-half of the holidays off, even if this requires changing routine schedules.

## ARTICLE 12. LEAVES OF ABSENCE

12.1 All requests for leaves of absence shall be submitted in writing to the Clinical Leader as far in advance as possible. All leaves of absence authorized by this Agreement shall not reduce any nurse's seniority so far as that seniority effects regular pay, vacation, and any other benefits provided by this Agreement. Seniority shall continue to accrue during leaves of absence of less than thirty (30) days. The employee shall upon request receive a copy of the approved leave of absence.

12.2 MATERNITY LEAVE: Pregnancy assumes a period of medically certified disability. Nurses shall receive a leave of absence for the period of medically certified disability. An unpaid leave of absence due to pregnancy may be granted, 1) when an employee is no longer disabled due to the pregnancy or complications arising therefrom, but desires additional leave, or 2) when an employee, who is disabled due to pregnancy or complications arising therefrom, has exhausted all permissible paid leave as provided in Article 13 of this Agreement, or 3) wishes to commence leave before due date of pregnancy disability. Such unpaid leave may be granted providing the nurse has at least nine (9) months of continuous employment. Such unpaid leaves will be granted only at the convenience and discretion of the Hospital. During this period of pregnancy disability, the nurse shall receive paid benefits applicable (i.e., sick leave, disability income). The combination of paid and unpaid applicable benefits may not exceed six (6) months of continuous leave.

12.3 ADOPTION LEAVE: Registered nurses covered by this Agreement will be granted up to six (6) weeks adoption leave for reasons associated with, or necessitated by the adoption of a child. Accumulated personal days, holidays, and vacation may be used for adoption leave and will result in continuation of pay and benefits. The balance of the adoption leave will be without pay. This section shall not be subject to provisions of Article 24 (Grievance and Arbitration).

12.4 FUNERAL LEAVE: An excused absence with pay shall be granted for death in a nurse's immediate family. The immediate family is defined as to include spouse, child, brother, sister, parents, parents of spouse, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and any dependent domiciled in the nurse's home. Such excused absence shall not exceed three (3) consecutive days of which one of these days must be the day of the funeral. Pay shall be at the nurse's straight time rate excluding differential. If the registered nurse is notified of a death in the immediate family while at work, she/he shall be excused from further work on that day. Such excused time shall be compensated, and shall not be deducted from general leave time. In the event that additional time off is required by the nurse as a result of a death in the family, the nurse may request a miscellaneous leave of absence for an extension of funeral leave.

12.5 MISCELLANEOUS LEAVE OF ABSENCE: Leaves of absence without pay may be granted for other purposes providing the nurse has at least twelve (12) months of continuous employment. Such leave will be granted only at the convenience and discretion of the Hospital and shall not be subject to provisions of Article 24 (Grievance and Arbitration).

12.6 JURY DUTY: A registered nurse called to serve on a jury shall be reimbursed for the difference between the amount paid for such service and her/his compensation for regularly worked hours necessarily lost because of such service. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked except for purposes of computing overtime. Each nurse shall present to the Hospital satisfactory proof of her/his days of jury service and of the fees paid her/him. To be eligible for such jury duty pay hereafter said nurse must report to work immediately upon release from jury duty if during her/his regular work shift or, if released outside her/his normal work day, report for work on her/his next scheduled workday following completion of her/his jury service.

12.7 ASSOCIATION LEAVE: The Hospital agrees to create necessary time off not to exceed four (4) days per requested leave without pay and without discrimination to any nurse designated by the Association to attend a convention or to serve in any capacity or other official business if it does not interfere with maintaining adequate staffing and provided that written notice is given to the or Clinical Leader by said nurse.

12.8 Upon returning from approved leaves of absence, registered nurses will be given the opportunity to return to their former position.

12.9 The nurse may not take other employment during the leave of absence without written authorization from the Hospital Administrator. The nurse may be terminated for failure to return to employment at the expiration of the leave of absence or for falsification of reasons to justify the request for leave of absence.

### ARTICLE 13. SICK LEAVE

13.1 A full-time nurse covered by this Agreement will be allowed to accumulate sick leave at the rate of one day of sick leave for each completed month of employment. Sick leave pay shall be based on the registered nurse's hourly rate of pay excluding shift differential. Sick leave may be accumulated to a maximum of sixty (60) days. Accumulated sick leave days shall be granted

effective with the first day of illness, shall be used only for sickness on regularly scheduled work days, and shall not be used to cover days or part days covered by the Disability Insurance Plan or Workers' Compensation.

13.2 Part-time registered nurses shall earn .046 paid sick leave hours for each hour of completed work per year. Each hour of sick leave pay shall be equal to the registered nurse's regular hourly rate of pay excluding shift differential. Part-time nurses shall be allowed to accumulate up to sixty (60) sick leave days or four hundred eighty (480) hours of sick leave pay. Accumulated sick leave day or hours shall be used only for illness on regularly scheduled work days, and shall not be used to cover days or part days covered by Workers' Compensation.

13.3 All full-time registered nurses shall be covered by the Hospital's disability income plan for any medically certified illness or accident, not to exceed twenty-six (26) weeks. The Hospital's disability income plan or an equivalent disability income plan shall be effective the first day for a disability caused by an accident and after the first seven (7) days for a disability caused by a sickness, which shall include disabilities due to pregnancy or complications arising therefrom. Full-time registered nurses must have completed three (3) months of employment to be eligible for the disability plan. Benefits begin on the first of the month following the successful completion of the Probationary/Orientation period.

13.4 The Hospital reserves the right at its discretion to require medical certification of illness or accident. On the first day of absence due to illness or accident, the registered nurse must receive such certification from his/her physician or the Hospital's Health Officer. To receive disability benefits under Section 13.3, however, the full-time registered nurse must receive medical certification from his/her physician on the first day of an absence caused by an accident or on the seventh day of an absence caused by a sickness. The Hospital will pay up to \$20.00 to full-time registered nurses for the physician's charge for the purpose of obtaining medical certification. Part-time registered nurses shall file for reimbursement under their personal health insurance plan and shall be reimbursed the unpaid portion of the charge up to \$20.00, by the Hospital.

13.5 The registered nurse must notify her/his Clinical Leader or immediate supervisor of absence from work due to illness or accident as far in advance as possible.

13.6 Sick leave shall be counted as time worked when computing overtime hours.

13.7 In the case of a foreseeable disability, such as a disability due to elective surgery or pregnancy, the nurse qualifying to use paid sick leave and/or the disability income plan for the period of the disability shall notify the Clinical Leader in writing as soon as possible after learning of the foreseeable disability, of the date of the projected commencement of the disability and the date of expected recovery. In the case of pregnancy, the nurse shall submit a written request for a Tentative Leave of Absence no later than the end of the sixth month of the pregnancy to the Clinical Leader. Such statement shall be accompanied by a doctor statement confirming the projected period of disability. This statement may be used by the Hospital to plan for necessary replacement and scheduling of personnel and does not commit the employee or the Hospital to this period of paid leave. If the period of actual disability exceeds that projected, the nurse shall provide the Clinical Leader with an additional doctor's statement confirming the continued disability. For a period of

actual disability which is less than that initially projected, the Hospital will only compensate the employee for the period of actual disability.

13.8 In the event a registered nurse's attending physician schedules that registered nurse for an appointment with a physician specialist outside of a fifty (50) mile radius of Osage, Iowa and the nurse has made a good faith attempt to consider her posted schedule, sick leave will be paid for the hours of work missed due to such an appointment. In the event that the appointment is scheduled prior to the posting of the nurse's work schedule the nurse shall not be eligible for paid sick leave as she has the opportunity to make a request for that day off.

#### ARTICLE 14. HEALTH PROGRAM

14.1 DISABILITY INCOME PLAN: The Hospital's existing or equivalent disability income benefit plan, which contains insurance protection for short term and extended illness and accidents shall apply to full-time nurses covered by this Agreement.

14.2 HEALTH INSURANCE: The Hospital shall make available to all full-time nurses a comprehensive hospitalization program including hospitalization, surgical, diagnostic (x-ray and laboratory), and chiropractic coverage with the single premium rate to be paid in full by the Hospital. Family coverage may be provided at the nurse's own expense for the difference between the single coverage and the family coverage premiums. Nurses may pay the additional cost of family coverage through payroll deduction.

14.3 The Hospital shall make available to all part-time registered nurses who work at least twenty (20) hours per week (calculated based on eighty (80) hours every four (4) weeks) a comprehensive hospitalization program including hospitalization, surgical, diagnostic (x-ray and laboratory), and chiropractic coverage, at the prorated single premium cost according to the nurse's usual and customary number of hours worked. Family coverage may be provided at the nurse's own expense for the difference between the single coverage and the family coverage premium. Nurses may pay the balance of the coverage premium through payroll deduction.

14.4 The Hospital shall make available to each employed nurse a description of the health insurance provided.

14.5 Health examinations for all employees shall be required prior to the commencement of employment and following employment at least every four (4) years thereafter, the employee shall receive a health maintenance examination at the Hospital's expense which shall include at a minimum, the health and tuberculosis status of the employee.

Within thirty (30) days of an employee's birthday, the Hospital will make available periodic health screening as follows: hemogram, urinalysis and a physical examination, as outlined by the Hospital, at no cost to the employee if the physical examination is done by a PHO physician, or the Hospital will pay up to twenty-five dollars (\$25) of the charge for the physical examination if done by the employee's physician of choice - triennially to age thirty-five (35), biennially to age fifty-five (55), and annually thereafter. The cost for such procedures shall be presented first to the Hospital provided health insurance plan or any other plan where applicable. At the time of the above stated



periodic health screening and at the health screening physician's request, the Hospital shall also provide a Papanicolaou test and mammogram provided the Papanicolaou test is submitted through the Mitchell County Regional Health Center Laboratory Department and the mammogram is done by the Mitchell County Regional Health Center Radiology Department.

#### ARTICLE 15. HOSPITAL SERVICES

15.1 With regard to employee meals, food items will be individually priced. The Hospital will endeavor to attempt to plan meal menus such that the cost of a complete meal does not exceed \$3.00. RN's working any shift on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day will receive a free meal according to Human Resources Holiday Meal policy. 2<sup>nd</sup> shift RN's working on Christmas Eve will also receive a free meal.

15.2 The Hospital will provide one (1) bulletin board for Association use in the nursing lounge, provided that all materials posted thereon shall have prior supervisory approval.

15.3 The Hospital shall provide nurses with current resource materials as determined by Hospital administration.

15.4 All full and part-time registered nurses will be given a copy of the Hospital Personnel Policy Manual and shall receive written copies of all revisions and/or additions to the Personnel Policy Manual.

#### ARTICLE 16. ORIENTATION

16.1 The Hospital agrees to provide each newly employed registered nurse a paid orientation program structured to meet the individual's needs. This orientation will include such areas as Hospital layout, philosophy, purposes and objectives, organization's structure, personnel policies and procedures, nursing policies and procedures, job description, evaluation, nursing standards, equipment and other information deemed necessary for proper orientation of new nurses. The content of the orientation program will be determined by the Human Resources Director and Education Coordinator and shall not be subject to the provisions of Article 24 (Grievance and Arbitration).

- a. Newly employed nurses will receive an orientation of at least two (2) weeks unless a shorter orientation is mutually agreed to.
- b. Re-employed nurses and nurses transferring will receive an orientation structured to the individual needs of the nurse.

16.2 Each newly employed nurse shall receive orientation to the shift and unit to which she/he will be assigned.

16.3 Nurses will be oriented to all duties with the Hospital. Nurses normally will not be required to work in an area in which they have not received a general orientation unless their duties will be only those of a general nursing nature and another oriented registered nurse is available to assist the reassigned registered nurse.

16.4 Nurses may make comments and suggestions pertaining to the content and presentation of the orientation program.

#### ARTICLE 17. INSERVICE EDUCATION

17.1 The viable Hospital Inservice Education program stimulates knowledge, performance and morale. A regular ongoing Inservice Education program shall be maintained by the Hospital.

17.2 Inservice Education programs shall be provided for all full and part-time nurses and shall be made available to all shifts when possible with programs posted as far in advance as possible.

17.3 The Hospital reserves the right to schedule Inservice Education programs and, at its option, make attendance mandatory. Notification of mandatory Inservice Education programs and meetings shall be posted seven (7) days in advance. Each nurse is encouraged to participate in the Hospital's Inservice Education programs.

17.4 The Inservice Programs will reflect the desires and needs of the nurses employed. Registered nurses may submit written proposals for Inservice Education programs. Administration will not unreasonably deny written requests for specific Inservice Education programs.

17.5 Regular inservice to Emergency Room and ambulance shall be offered to registered nurses at least annually.

17.6 The Hospital will continue to supplement its own Inservice Education classes through workshops, seminars, and other such programs sponsored by other institutions for purposes of continuing education.

17.7 The Hospital and the nurses recognize the benefit of audio or video taping of various meetings, yet nurses want to be made aware when a meeting will be taped, therefore when a meeting will be taped, a sign so stating shall be posted on the meeting room door and/or in the meeting room.

#### ARTICLE 18. CONTINUING EDUCATION LEAVE

18.1 The Hospital recognizes the need for full and part-time nurses to participate in continuing education programs to keep abreast of rapidly changing trends in patient care.

18.2 All nurses shall be entitled to fifteen (15) hours of continuing education leave with pay each year to attend courses, workshops, seminars, or meetings educational in nature. In order to qualify for continuing education leave, full and part-time nurses shall obtain written permission to attend the specified continuing education program from her/his Director of Nursing Service.

18.3 After a registered nurse has been continuously employed by the Hospital in excess of three years, he/she may, with the approval of the Senior Administration, receive an advance on the leave

allowance for next year. If a registered nurse leaves the Hospital's employment after receiving such advance, he/she shall repay the Hospital for any such advance.

18.4 The Hospital agrees to post continuing education programs currently available.

#### ARTICLE 19. JOB DESCRIPTION AND EVALUATIONS

19.1 All registered nurses will be provided with a written copy of their job description.

19.2 Evaluation of registered nurses shall include their performance based on the duties and responsibilities outlined in their job description.

19.3 Registered nurses shall be evaluated only by registered nurses and nursing supervisory personnel, with input into the evaluation process by nursing service coworkers of the registered nurse being evaluated. Registered nurses shall be evaluated based upon criteria and processes developed by a merit system team comprised of a nursing administrator, surgical clinical leader, med-surg clinical leader and four registered staff nurses. This team will be an ongoing team that will evaluate the merit system on an as-needed basis. The four registered staff nurses will replace themselves as necessary when non-participation on the team is requested.

19.4 All newly employed registered nurses shall be oriented to the philosophy and principles of the evaluation and to the method of evaluation used by the Hospital.

19.5 All newly employed full and part-time registered nurses shall have an evaluation of their work performance at the end of three (3) months, again at six (6) months if there were recognized problems at the end of three (3) months, twelve (12) months and at least annually thereafter. A written evaluation report will be provided to the nurse, within ten (10) days of the last day all evaluation materials are returned to the Clinical Leader.

19.6 The Clinical Leader will discuss with each nurse her/his evaluation. Such discussion may contain suggestions and advice for improvement.

19.7 The Director of Nursing Service and Clinical Leader have the responsibility to make observations of the nurse's job performance, the frequency of which the Director of Nursing Service and Clinical Leader shall determine. Each registered nurse shall be told by whom she/he has been observed for the purpose of evaluation.

19.8 All registered nurses will be encouraged and given an opportunity to add written comments to their evaluation. A signature on the evaluation indicates that the particular nurse being evaluated has read the evaluation. A signature does not necessarily mean the nurse is in agreement with the written report.

19.9 A registered nurse shall have the right to review her/his personnel file and makes copies of documents therein during regular business hours at a mutually agreeable time between the nurse and the Human Resources Director.

## ARTICLE 20. PROMOTIONS AND VACANCIES

20.1 The Hospital agrees that no discrimination because of sex, age, color, race, disability, or association membership shall be practiced in the matter of promotions. The Human Resources Director shall review and decide upon all applications for bargaining unit nursing related positions.

20.2 The consideration for placement and bargaining unit nursing related positions and vacancies in the Hospital shall be given to registered nurses employed by the Hospital. Vacancies and positions shall be posted ten (10) days on the bulletin board near the time clock. If a vacancy occurs and the Hospital decides to fill it, such vacancy shall be posted within fourteen (14) days after the Hospital decides to fill it. Applicants for the position or vacancy will be notified as to the status of the position within fourteen (14) days from the final date of the posting period. All positions and vacancies shall be designated as temporary or permanent positions. Positions may or may not be posted for short term illnesses, vacations or leaves of absence of less than thirty (30) days. If no written applications are received within such period, the Hospital may fill the vacancy from any source.

20.3 Among nurses whose abilities and qualifications are approximately the same, nurses with seniority will be given first opportunity for either advancement or shift preference. All nurse applicants who are not selected for the position shall be informed of the reasons why, upon request.

20.4 Registered nurses reserve the right to refuse a promotion to a position outside of the bargaining unit.

20.5 RN's working at MCRHC may apply to obtain shift preference when a **part time** position is available and posted. This would be done in accordance with article 20.2 and 20.3. The number of preferred shifts available may change depending on needs of scheduling as determined by the Clinical Leader. The RN would retain her current status of full time or part time in order to advance in shift preference. This article shall not be subject to Article 24 (Grievance and Arbitration).

## ARTICLE 21. VOLUNTARY TERMINATION OF EMPLOYMENT

21.1 The nurse shall give the Hospital four (4) weeks written notice for termination of her/his employment, except in cases of emergency when this is not possible.

21.2 Termination benefits for employees voluntarily terminating will consist of a cash payment to be paid to the nurse on her/his last paycheck for any earned or accrued vacation and holiday time. Termination cash benefits will be paid if the first six (6) months of service has been completed and a four (4) week notice of termination has been given except in cases of emergency when such notification is impossible.

21.3 In the event of termination for just cause, the nurse shall forfeit all accrued and earned benefits.

## ARTICLE 22. PROBATIONARY PERIOD

22.1 The first three (3) months of employment or in a new job classification for full-time registered nurses and the first six (6) months of employment or in a new job classification for part-time registered nurses shall be the probationary period. The hospital retains the right to terminate probationary nurses without notice or cause or pay in lieu of notice, and such termination shall not be subject to provisions of Article 24 (Grievance and Arbitration). Probationary nurses are required to give two (2) weeks notice of intention to resign or terminate employment. The nurse shall not use benefits except holiday pay during the probationary period, but all benefits will accrue from the date of hire.

## ARTICLE 23. DISCIPLINE

23.1 No non-probationary registered nurses shall be suspended, demoted, discharged or otherwise disciplined without just cause, nor shall any entry be made into the nurse's personnel file without just cause. In all cases where a registered nurse is suspended or otherwise disciplined, the Notice of Disciplinary Action Form will be completed by Clinical Leader and discussed with the employee within one workday of such action. RN will be allowed to keep a copy of this form. Original will be kept in employee's personnel file. Any disciplinary action shall be subject to the second step of the grievance procedure.

23.2 Written suspensions, written probation determinations and written warnings may, at the request of the affected registered nurse and after the expiration of four years, be removed from his/her personnel file. This section shall not apply to performance evaluations and related documents.

## ARTICLE 24. GRIEVANCE AND ARBITRATION

24.1 A grievance is a complaint that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

24.2 A grievant may be a nurse, or nurses, or the Osage Hospital Nurses' Association making the complaint.

24.3 The failure of a grievant to act on any grievance within the prescribed time limits will bar any further appeal and the Clinical Leader, Director of Nursing Services, or Hospital Administrator's failure to give an answer within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

24.4 The Osage Hospital Nurses' Association's duly authorized representative(s) may be present and participate at any grievance hearing, if requested by the employee, commencing with the second step.

#### 24.5 Procedures:

##### (1) First Step

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and her/his house supervisor. In proper circumstances, the grievant may informally discuss the grievance with the Director of Nursing Service during her/his usual work hours.

##### (2) Second Step

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the Director of Nursing Service.

The filing of the formal, written grievance at the second step must be within seven (7) days from the time when the events creating such grievance became known to the grievant. The Director of Nursing Service will answer the grievance in writing within seven (7) days after receipt of the grievance.

##### (3) Third Step

In the event the grievance has not been resolved at the second step, the grievant shall appeal the grievance to the Hospital Administrator within seven (7) days of the Director of Nursing Service's written answer at the second step. Within seven (7) days after such written grievance is filed, the grievant and the Hospital Administrator shall meet to resolve the grievance. The Hospital Administrator shall answer in writing the grievance within seven (7) days after such meeting.

##### (4) Fourth Step

If the grievance is not resolved at step three, the fourth step shall be binding arbitration. The Association shall submit a written notice invoking arbitration to the Hospital Administrator within fourteen (14) days after receipt of the step three answer. If the two parties fail to reach agreement on an arbitrator with seven (7) days of such notice, the Public Employment Relations Board (PERB) will be requested to provide a panel of five (5) arbitrators. The parties will determine by lot who shall strike the first name, and the parties shall alternately strike the remaining names until only one shall remain, who shall be the arbitrator.

24.6 The arbitrator so selected shall hold a hearing and issue her/his opinion and award within a reasonable period of time from the date of the close of the hearing, or date the briefs are filed. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. The decision of the arbitrator shall be submitted to the Hospital and the Association and shall be final and binding on the parties if it is within the scope of her/his authority.

24.7 The expenses for the arbitrator's services shall be borne equally by the Hospital and the Association. Any other expenses incurred shall be paid by the party incurring the same.

24.8 The grievance committee chairperson, or her/his designee, may investigate circumstances of grievances under this contract within the Hospital and may contact other nurses briefly during their on-duty hours pursuant to the investigation, provided notification has been given to the House

Supervisor and/or Director of Nursing Service, and such does not interfere with the continuity of patient care.

24.9 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The grievance file shall be open for inspection for all parties covered by this Agreement.

## ARTICLE 25. CUT BACK

25.1 A cut back shall be defined as a reduction in the number of scheduled work days as described in Article 6.7, or any workdays mutually agreed upon after the posted schedule, or any traded shifts, but does not include personal substitutions. Cutbacks shall be limited to one (1) day in a fourteen (14) day period. Cutbacks shall be effective only when Hospital Administration posts written notice in advance of cutback action. A Registered Nurses' hours shall not be cut to the extent that she/he does not have a minimum work schedule of one (1) day per week.

25.2 In the event that it is necessary for the Hospital to cut back, due to a reduced patient census, nurses shall be cut back providing the remaining registered nurses have the skill and ability to qualify to do the required work. The Hospital shall make a reasonable effort to equalize cut back hours. Registered nurses with scheduled overtime shall be the first cut providing the remaining registered nurses have the skill and ability to qualify to do the required work.

25.3 During a cut back, seniority and benefits related to holidays and vacations shall continue to accrue.

25.4 When implementing the above cut back procedure, the Hospital will offer full and part time nurses an opportunity to voluntarily reduce their hours for cut back purposes. The length of the voluntary reduction in hours shall be mutually arrived at between the nurses and the Hospital. Benefits related to holidays and vacations and seniority shall continue to accrue for nurses voluntarily reducing their hours. Voluntary reduction shall be counted as cutback hours.

25.5 A nurse who has been cut and is on call shall be subject to call back.

25.6 A nurse who has been cut and put on call and who cannot be reached for call back shall cease to accrue benefits related to holidays and vacations and seniority for that eight (8) hour shift. The Hospital agrees to attempt to contact a designated unit representative in cases where an attempt had been made to call back a nurse for duty and he/she cannot be reached.

25.7 When a registered nurse who is normally scheduled to work is canceled due to a reduced patient census, the registered nurse shall have the option of taking an accumulated vacation day or an accumulated holiday rather than a day without pay.

25.8 Any nurse covered by this Agreement whose hours are reduced by this Article to less than sixteen (16) hours per pay period shall not by reason of the reduced hours be eliminated from the provisions of this Agreement.

## ARTICLE 26. LAYOFF

26.1 In the event that it is necessary for the Hospital to lay off due to lack of work, probationary nurses shall be laid off first provided remaining staff are qualified to handle patient needs. In the event that further layoff is necessary, nurses shall be laid off on the basis of least seniority or length of employment, providing the remaining registered nurses have the skill and ability to qualify to do the required work. Nurses who are laid off shall retain seniority for purposes of computing length of service benefits.

26.2 When implementing the above layoff procedure, the Hospital will offer full and part-time nurses an opportunity to voluntarily request leaves of absence. The length of the leave of absence shall be mutually arrived at between the nurse and the Hospital. During such leaves of absences, seniority shall be retained.

26.3 Recall shall apply to nurses who are laid off and/or have taken a voluntary leave of absence. Recall shall be in the reverse order of layoff. If there has been a layoff, the Hospital shall not employ new nurses until all nurses holding seniority and recall rights have been recalled or given the opportunity to be recalled. If a nurse is recalled and elects not to accept the position offered, refusal of the third position offered will be treated as termination. Nurses having been laid off for two (2) years shall lose all recall rights.

26.4 It is expressly agreed that the operation of this Article shall not have the effect of depriving patients of needed nursing care. A nurse may be reinstated or recalled out of sequence described above if nurses with greater seniority do not have the ability to perform the duties required.

## ARTICLE 27. DUES DEDUCTION

27.1 The Hospital agrees to deduct membership dues of registered nurses for the American Nurses' Association, the Iowa Nurses Association and the District Nurses' Association from the salary of any nurse who executes an authorization form to be agreed upon by the Iowa Nurses' Association and the Hospital. Said dues shall be deducted in monthly installments and authorizations once filed with the Hospital shall continue in effect until termination by the nurse giving at least thirty (30) days written notice of such terms of authorization to the Hospital.

27.2 The Hospital agrees to remit membership dues of registered nurses for the American Nurses' Association, the Iowa Nurses' Association and the District Nurses' Association Membership on a monthly basis to the Iowa Nurses' Association headquarters located at 1501 42nd Street, Suite 471, West Des Moines, Iowa 50266.



## ARTICLE 28. PERSONNEL POLICIES

28.1 In the event the Hospital determines to establish, modify or abolish personnel regulations which are contained in the Hospital Personnel Policy Manual and which are applicable to registered nurses, it shall give notice of its intent to do so to the Association's Chairperson prior thereto.

28.2 The Hospital's travel policy is, by this reference, incorporated into this Agreement as if made a part hereof.

## ARTICLE 29. SEPARABILITY

29.1 If any portion of this Agreement is determined by the courts or proper governmental agencies to be in violation of any state or federal law such decision shall not invalidate the entire Agreement and the remainder of this Agreement shall remain in full force and effect.

## ARTICLE 30. DURATION AND RENEWAL

30.1 This Agreement shall become effective as of July 1, 2005 and shall continue in effect until June 30, 2007. Any matter mutually agreed upon may be reopened at any time during the term of this contract by notification in writing of one party to the other. Either party on written notice to the other, not later than September 1, 2005, may reopen for negotiations the wage matrix set forth in Section 7.9 and Health Insurance Section 14.2 of this Agreement to be effective for July 1, 2006. Either party may, upon written notice to the other, not later than September 1, 2006, reopen the agreement for negotiations for a contract to be effective July 1, 2007. In the event that neither party meets the September 1 notification requirements, the terms and conditions of the current contract will be automatically renewed on a year-to-year basis thereafter from the first day of July through the last day of June. Each such automatic renewal will constitute a new duration period with a new effective date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives as attestation to this Agreement which was concluded on the 22<sup>nd</sup> day of March, 2005.

FOR:

Mitchell County Regional Health Center

Kerley Knudsen  
Kay Gabriel  
Sylvia Detman  
Mr. Dager  
Edward E. Riley  
Sandy Adams

FOR:

Osage Hospital Nurses' Association

Ronnie Boejan  
Cheryl Smalley  
Kathleen  
Holly Manciniga  
Jeanne Watts